

Dale Harms
2063 Main Street, Suite 282
Oakley, CA 94561
Telephone 925-785-0389
Fax 925-625-1211
dale.norman@unseen.is
Plaintiff, Pro per

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

Dale Harms,) CASE NO. CV 16-1585 SBA
vs.)
Plaintiff,) *Honorable Saundra Brown Armstrong*
vs.)
THE BANK OF NEW YORK MELLON) **PLAINTIFF'S AFFIDAVIT IN**
FKA THE BANK OF NEW YORK AS) **OPPOSITION TO DEFENDANTS'**
TRUSTEE FOR THE) **MOTION TO DISMISS FIRST**
CERTIFICATEHOLDERS CWALT,) **AMENDED COMPLAINT**
INC. ALTERNATIVE LOAN TRUST) Date: December 14, 2016
2005-27 MORTGAGE PASS-THROUGH) Time: 1:00 P.M.
CERTIFICATES SERIES 2005-27,) Ctrm: 210 (2nd Floor)
SELECT PORTFOLIO SERVICING) Complaint filed: March 31, 2016
INC., NATIONAL DEFAULT)
SERVICING CORPORATION, and "all)
persons or entities unknown, claiming)
any legal or equitable right, title, estate,)
lien or interest in the property described)
in this Complaint adverse to Plaintiff's)
title, or any cloud on Plaintiff's title)
thereto," AND DOES 1 to 100)
DEFENDANTS.)

**TO THIS HONORABLE COURT AND TO ALL PARTIES AND THEIR
ATTORNEYS OF RECORD:**

The Plaintiff Dale Harms in *pro se*, hereinafter (“Plaintiff”) or (“I”) or (“me,” “my,” “mine”) or (“undersigned Affiant”) or (“Affiant”) hereby responds, avers, and opposes Defendants’ Motion to Dismiss First Amended Complaint. This response,

1 and Affidavit in Opposition to Defendants' Motion to Dismiss First Amended
2 Complaint is based on all pleadings submitted in this matter, this Opposition, the
3 Plaintiff's Brief in Support of First Amended Complaint, Plaintiff's Request for
4 Judicial Notice ("RJN") in Support of his Affidavit in Opposition to Defendants'
5 Motion to Dismiss First Amended Complaint, ("FAC") and Authorities therein, and
6 any other supplemental material, including oral arguments, submitted by Plaintiff
7 and received by this Court.

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9 Respectfully submitted this 11th day of November, 2016.

10 By: *Dale Norman Harms*
11 Dale Norman Harms, Plaintiff
12 Signed reserving all my rights

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Introduction/Preliminary Statements and Objections prior to averring

Defendants' failed to abide by Local Rules 7-2 (d), although the Defendants' Motion did include a Declaration; that Declaration was only certifying that the parties fulfilled the meet and confer requirement of Standing Order #4 of this Court. According to Local Rules 7-2 (d) "*Each motion **MUST** be accompanied by affidavits or declarations pursuant to Civil L.R. 7-5.*" (Emphasis added by Plaintiff) And Local Rules 7-5 says that the Affidavit or Declaration required must have "*Factual contentions made in support of or in opposition to any motion **MUST** be supported by an affidavit or declaration and by appropriate references to the record...*" (Emphasis added by Plaintiff) Here, the Defendants' counsel failed to submit an affidavit or declaration in support of his motion, therefore sanctions, and or striking of the motion is warranted.

Plaintiff first of all would like to draw the Court's attention to what transpired during the "meet and Confer." (Exhibit A of Declaration of Marvin B. Adviento Dkt 72-1) In the emails the Defendants' counsel and I had, you can clearly see my stance regarding the Defendants' intention of trying to dismiss a well pleaded complaint. It also lets the Court know that Plaintiff is willing to withdraw his complaint for 2 reasons, (1) they supply my discovery requests, and/or (2) we go back to settlement negotiations. Additionally the Court can see the Intentions of Plaintiff, and why he filed this case in the first place. And finally the Court can see the frustration the Plaintiff has had with the Defendants' counsel regarding postponing the foreclosure sale for the duration of this case.

Plaintiff Objects to any references or quotes of previous rulings, orders or statements by Judge Orrick, including any so called “admonishments” the Defendants’ counsel thinks he gave Plaintiff. On September 20, 2016 Judge William H. Orrick entered an Order of Recusal, Dkt 63, as such, any ruling, judgement,

1 statement, or order entered by Judge Orrick was rooted in, and was tainted with
 2 whatever conflict of interest, or prejudice he has to the parties, or subject matter in
 3 this case. Plaintiff can only hope that the current assigned judge to this case doesn't
 4 have the same conflict of interests, and/or prejudices, and will rule justly according
 5 to Deuteronomy 16:19 – 20 of the Holy Bible which says in part: "*19 You shall not
 6 distort justice; you shall not be partial, and you shall not take a bribe, for a bribe
 7 blinds the eyes of the wise and perverts the words of the righteous. 20 Justice, and
 8 only justice, you shall pursue,...*"

9 Plaintiff Objects to the Judicial Noticing of Exhibits 1- 6 of Dkt 73, as he has
 10 sufficiently disputed these documents as being false and untrue, with no real
 11 financial transactions to back them up. As to the rest of the voluminous 241 page
 12 Exhibits that are already public record in Dkt 73, Plaintiff fails to see how any of it
 13 proves anything, except that Plaintiff has always sought truth, justice, and
 14 righteousness regarding the Defendants, and their predecessors.

15 Plaintiff Objects to the Defendants' Motion to Dismiss ("MTD") pursuant to
 16 FRCP Rule 11, for frivolous filing, falsehood, and fraud.

17 Plaintiff Objects to the Defendants' MTD pursuant to FRCP Rule 12 (f), for
 18 scandalous filing, immaterial filing, and answer that fail to be in proper format:
 19 that each numbered paragraph of material fact (which are in the Affidavit of Fact of
 20 Dale Norman Harms Dkt 60-1, which was made a part of the FAC) must be
 21 answered with admit, deny, or deny for want of knowledge.

22 All of the arguments the Defendants are claiming as reason for dismissal
 23 (except the few that they have added in their most recent MTD (Dkt 72)) have been
 24 addressed previously by Plaintiff, either in Dkt 60 (the FAC), Dkt 60-1, (Affidavit of
 25 Fact of Dale Norman Harms) Dkt 53, (Reply in Support) Dkt 53-1, (Affidavit of Fact
 26 of Dale Norman Harms) Dkt 52 (Plaintiffs Supplemental Response to M4J) or Dkt
 27 21. (Opposition to MTD) **Plaintiff points the Court to read these six (6) items**

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1 **of Record, plus the Exhibits, and Request for Judicial Notices to**
 2 **understand why the Defendants' current MTD must be stricken/overruled.**

3 Motions brought under Rule 12(b)(6) of the Federal Rules of Civil Procedure
 4 are viewed with disfavor and are rarely granted in light of the lesser role pleadings
 5 play in federal practice and the liberal policy regarding amendment. See *Lormand*
 6 *v. US Unwired, Inc.*, 565 F3d 228, 232 (5th Cir. 2009); also, *Broam v. Bogan*, 320 F3d
 7 1023, 1028 (9th Cir. 2003).

8 On a motion to dismiss under Rule 12(b)(6), the court must “accept as true all
 9 of the factual allegations set out in plaintiff’s complaint, draw inferences from those
 10 allegations in the light most favorable to Plaintiffs, and construe the complaint
 11 liberally. *Rescuedcom Corp. v. Google Inc.*, 562 F3d 123, 127 (2nd Cir. 2009); see also
 12 *Scott v. Ambani*, 577 F3d 642, 646 (6th Cir. 2009). All reasonable inferences from
 13 the facts alleged are drawn in Plaintiffs favor in determining whether the
 14 complaint states a valid claim. *Braden v. Wal-Mart Stores, Inc.*, 588 F3d 585, 595
 15 (8th Cir. 2009).

16 The court must decide whether the facts alleged, if true, would entitle
 17 Plaintiffs to some form of legal remedy. Unless the answer is unequivocally “no,”
 18 the motion must be denied. *Conley v. Gibson*, 355 US 41, 45 (1957); *De La Cruz v.*
 19 *Tormey*, 582 F.2d 45, 48 (9th Cir. 1978). Thus, a Rule 12(b)(6) dismissal is proper
 20 only where there is either a “lack of a cognizable legal theory” or “the absence of
 21 sufficient facts alleged under a cognizable legal theory.” *Balistreri v. Pacifica Police*
 22 *Dept.*, 901 F.2d 696, 699 (9th Cir. 1990). “A suit should not be dismissed if it is
 23 possible to hypothesize facts, consistent with the complaint, that would make out a
 24 claim”; *Hearn v. RJ Reynolds Tobacco Co.*, 279 F. Supp.2d 1096, 1101 (D AZ 2003).

25 Plaintiff will aver to the few added points that haven’t already been
 26 addressed in previous filings in this instant Affidavit in Opposition to Defendants’
 27 MTD FAC:

1 **Affidavit of Fact of Dale Norman Harms in Opposition to**
2 **Defendants' Motion to Dismiss First Amended Complaint**
3

4 I, Dale Norman Harms, being first duly sworn to oath, do hereby affirm, and
5 declare as follows:

- 6 1. I am over the age of 18 years, and qualified to make this affidavit.
- 7 2. I am the Plaintiff in *pro se* in Case Number 3:16-cv-01585 SBA, hereinafter
8 ("Plaintiff") or ("I") or ("me," "my," "mine") or ("undersigned Affiant") or
9 ("Affiant").
- 10 3. I am a living breathing man with an eternal soul created in the image of
11 Elohiym.¹
- 12 4. I was created and formed by Elohiym in his image.
- 13 5. I am standing on the dry soil of the land mass known as North America, on
14 the state of California, one of the union states of The United States of
15 America.
- 16 6. All the facts herein are true, correct, complete, and not misleading, to the
17 best of my knowledge and belief, and are admissible as evidence, and if called
18 upon as a witness, I will testify to their veracity.
- 19 7. I make this affidavit feely upon my own freewill in Opposition to the
20 Defendants Motion to Dismiss First Amended Complaint, (Dkt 72) and
21 request the Court deny their Motion in its entirety, based on this Affidavit,
22 the Plaintiff's Brief in Support of First Amended Complaint, Plaintiff's RJD
23 in Support of his Affidavit in Opposition to Defendants' MTD FAC, and
24 Authorities therein, and any other supplemental material, including oral
25 arguments, submitted by Plaintiff and received by this Court.

26
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¹ God, especially as used in the Hebrew text of the Old Testament; the God of Abraham, Issac, and Jacob; the
28 Creator of all living things. Genesis 1:26-31

1 8. There are no conclusions, or arguments in this affidavit, only material facts.

2 9. An unrebuted Affidavit stands as truth, and judgment in commerce. *“He,*
 3 *who does not deny, admits.”*

4 10. The “Subject Property” is the property located in Contra Costa County at 930
 5 West Cypress Road, Oakley, California 94561, APN: 035-404-014-9.

6 11. Plaintiffs has the duty, and is exercising that duty in this instant action, to
 7 defend his title against all claims and demands, as the Borrower Covenants
 8 states in the Deed of Trust, and he is also exercising his *“[r]ight to bring a*
 9 *court action to assert the non-existence of a default or any other defense of*
 10 *Borrower to acceleration and sale,”* as the Uniform Covenants Paragraph 22
 11 states in the Deed of Trust. (“DOT”)

12 12. Plaintiff is a direct beneficiary of the Pooling and Servicing Agreement.
 13 (“PSA”) (without his Residential Mortgage Credit Transaction (“RMCT”)
 14 there would be no trust and no investors)

15 13. Plaintiff is an intended beneficiary of the PSA. (it was put together with the
 16 intention that Plaintiff would receive benefits: payments and
 17 communications with the servicer, possible loan modifications, payment
 18 advances of principal and interest to keep payments current)

19 14. Plaintiff is an unintended beneficiary of the PSA. (similar to the items above,
 20 but maybe they didn't intend that Plaintiff would receive these benefits, but
 21 Plaintiff does receive these benefits)

22 15. Plaintiff is not a beneficiary at all, but the actions of the party interfere with
 23 his rights. Ie: the parties to the PSA's actions interfere with Plaintiff's
 24 contract rights, property rights and personal rights. Also, the parties to the
 25 PSA are using their contract to modify the terms of Plaintiff's contract, which
 26 Plaintiff also alleges makes the parties to the PSA a party to Plaintiff's
 27 contract and Plaintiff a party to the PSA contract (to the extent both



1 contracts are valid and legally binding). To the extent one of the contracts is
 2 not valid and legally binding, it cannot interfere with the other contract at all
 3 (no privity).

4 16. Plaintiff DOES have standing to challenge violations of the PSA, including
 5 but not limited to an untimely and void assignment done after the closing of
 6 the trust, (See Dkt 80, RJD, **Exhibit 1a** *Yanova v. New Century Mortgage*
 7 *Corp.* (2016) 62 Cal.4th 919) and as averred above in ¶12 - 15, he IS a party
 8 to the trust, and can challenge violations of the PSA.

9 17. BAC Home Loans Servicing, LP (the party that received the 2009 rescission
 10 letter) is a subsidiary of Bank of America, N.A., and not an agent of Bank of
 11 America.

12 18. Unlike the circumstances in *Miguel v. Country Funding Corp.*, 309 F.3d 1161
 13 (9th Cir. 2002) Bank of America (the creditor who took over Countrywide
 14 Home Loans in 2009) was fully aware of the 2009 rescission notice, as the
 15 notice showed up on the Plaintiff's online Bank of America account webpage
 16 under "Loan Documents," Plaintiff was also sent a copy of the 2009
 17 rescission notice from Bank of America Home Loans in a reply to a request
 18 for validation of the debt just months after the rescission letter was received.
 19 Also, the rescission notice bears a sticker that was put on it by Bank of
 20 America of the account number that is only put on official loan documents.
 21 Plaintiff can provide documented evidence (including a video at
 22 <https://www.youtube.com/watch?v=GanNwGYrY0o>) that shows beyond a
 23 doubt that Bank of America (who took over Countrywide Home Loans in
 24 2009) was fully aware of Plaintiff's rescission letter dated September 10,
 25 2009.

26 19. Plaintiff has never admitted failure to make payments; payments are
 27 current, with the RMCT account number 092299913 showing as a



1 performing asset, with no default.

2 20. Defendants failed to rebut/deny Plaintiff's Affidavit (Dkt 60-1) ¶49, (Payment
3 has been made)

4 21. Defendants failed to rebut/deny Plaintiff's Affidavit (Dkt 60-1) ¶107, (tender
5 is not required if alleging lack of authority to foreclose)

6 22. Since the Defendants failed to deny/rebut the 120 point Affidavit of Fact (Dkt
7 60-1) everything in it stands as truth, and is material evidence to
8 substantiate the relief sought in the FAC.

9 23. Plaintiff holds legal title to the Subject Property, as he is the Trustee for the
10 Resting Place Eleemosynary Trust ("RPET") the current lawful owner of the
11 Subject Property.

12 24. Plaintiff is not the beneficiary of the RPET. Plaintiff is seeking a slander of
13 title tort, and quieting title as Trustee of the RPET. Plaintiff will amend
14 complaint to add himself as co-Plaintiff as the Trustee of RPET.

15 25. Defendants did not dispute that there had to be an assignment of DOT for
16 the first endorsement on the note, since it was to a non MERS member.
17 Ampro Mortgage Corporation ("Ampro") was paid by Countrywide Document
18 Custody Services, a division of Treasury Bank, N.A. ("CDCS") all sums
19 secured by the security instrument in order to transfer the right to collect the
20 debt to CDCS, therefore ¶23 was violated, as a re-conveyance of some sort
21 HAD to be recorded to show Ampro no longer had an interest in the property.
22 An assignment of DOT is a form of a re-conveyance, therefore pursuant to
23 the DOT, and established case law something had to be recorded for the first
24 sale and endorsement on the note, (Exhibit A of FAC, Page 8 of Dkt 60-2)
25 since CDCS was not a MERS member. Defendants do not dispute this fact.
26 Defendants admit that when the note was sold that an assignment of the
27 DOT was needed.



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1 26. The slander of title claim has nothing to do with the recording of foreclosure
 2 notices; it is because of the five unrecorded assignments that California Civil
 3 Code § 1214² applies to, making all five unrecorded assignments void, (See
 4 top of page 13 FAC.) and one (1) false, contract breaking (¶24 as MERS was
 5 never the Lender), untrue, untimely, and void “Substitution of Trustee and
 6 Assignment of Deed of Trust.” (See ¶20 – 26 of the FAC.)

7 27. Plaintiff can, and has alleged that Defendants made a false publication that
 8 was damaging to Plaintiff, because the false publications the Defendants
 9 made have their foundation on other false publications, averred to above.

10 28. Plaintiff as Trustee of the RPET still holds legal title, therefore he can, and
 11 does allege his claim as Trustee of the current owner of the Subject Property
 12 for slander of title.

13 29. Defendants do not have a valid lien, and if they go through with a trustee
 14 sale, according to the Notice of Trustee Sale (see Dkt 73, Exhibit 5 & 6, page
 15 2, 4th ¶, 2nd sentence) they are selling the invalid lien, not the property
 16 itself. Therefore anyone who purchases “the invalid lien” will only be able to
 17 try to enforce the invalid lien, as that is all they purchased. The RPET would
 18 still own the Subject Property, and will oppose any attempt at enforcing the
 19 “invalid lien” by whoever purchases it.

20 30. A bankruptcy discharge will not prevent enforcement of a “*valid*” lien, but it
 21 does prevent enforcement of the invalid/unperfected lien the Defendants
 22 claim to have.

23 31. Plaintiff cannot defraud someone who doesn't have a valid secured claim.

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26 ² California Civil Code § 1214. Every conveyance of real property or an estate for years therein, other than a lease
 27 for a term not exceeding one year, is void as against any subsequent purchaser or mortgagee of the same property,
 28 or any part thereof, in good faith and for a valuable consideration, whose conveyance is first duly recorded, and as
 29 against any judgment affecting the title, unless the conveyance shall have been duly recorded prior to the record of
 30 notice of action.



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1 32. If the Defendants felt that Plaintiff failed to list the Property as an asset of
 2 the estate (which by the Defendants' own admission was/is not the Plaintiffs
 3 property since September 15, 2013 (see Dkt 72 MTD, page 10, line 13 – 16,
 4 and page 20, line 19 – 22)), and *erroneously* (which was done correctly) listed
 5 the "loan" as an unsecured, non-priority debt, then under the established
 6 Bankruptcy Law of 11 USC §727(a), §523(a)(2), (4), or (6) they should have
 7 filed a complaint or motion to assert the discharge should be denied under
 8 §727(a)(8) or (a)(9) in the bankruptcy clerk's office by the "Deadline to Object
 9 to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts"
 10 that was listed on the Form B9A they received after the case was filed.

11 33. Defendants acknowledge, (see Dkt 72 MTD, page 10, line 13 – 16, and page
 12 20, line 19 – 22) and do not dispute that the RPET is the current lawful
 13 owner of the subject property, and has been for the last 3 years ever since
 14 September 15, 2013.

15 34. There is no evidence either by the endorsements on the note, or the 2010
 16 invalid assignment that The Bank of New York Mellon FKA The Bank of
 17 New York as Trustee for the Certificateholders CWALT, Inc., Alternative
 18 Loan Trust 2005-27 Mortgage Pass-Through Certificates Series 2005-27
 19 ("BNY-Trust") acquired the note and DOT prior to the closing of the trust in
 20 accordance with the PSA. In fact, the Defendants assert that only the
 21 "*rights and interests under the Deed of Trust were subsequently sold and*
 22 *transferred...*" (page 9, of Dkt 72, lines 25 – 27) but do not mention when
 23 that happened, or explain how an assignment done in 2010 by MERS as
 24 nominee for a dead nonexistent Ampro Mortgage Corporation, that had
 25 already prior to it going out of business in May of 2005, sold its rights, and
 26 interest under the DOT, to Countrywide Document Custody Services, a
 27 division of Treasury Bank, N.A., a non-MERS entity (See "Exhibit A" Dkt 60-
 28

1 2 page 8) (leaving the DOT null and void as to Ampro Mortgage Corporation)
2 can be assigned to a REMIC trust that closed in 2005.

35. Paragraph 24 of the Deed of Trust states:

4 24. **Substitute Trustee, Lender**, at its option, may from time to time appoint a
5 successor trustee to any Trustee appointed hereunder by an instrument executed
6 and acknowledged by **Lender** and recorded in the office of the Recorder of the
7 county in which the Property is located. The instrument shall contain the name of
8 the original Lender, Trustee and Borrower, the book and page where this Security
Instrument is recorded, and the name and address of the successor trustee. Without
conveyance of the Property, the successor trustee shall succeed to all the title,
powers and duties conferred upon the Trustee herein and by Applicable Law. **This**
procedure for substitution of trustee shall govern to the exclusion of all other
provisions for substitution. (Emphasis added by Plaintiff)

MERS was never the Lender, therefore according to the DOT MERS could never have appointed a Successor Trustee. As to the Courts in the past allowing MERS to appoint a Successor Trustee, Plaintiff can only presume it is because those DOT's didn't have this exclusion, or it is because it was overlooked, because it is very clear that MERS would be barred from appointing a Successor Trustee in the DOT at issue in this instant case.

15 36. Plaintiff claims the doctrine of "Laches" in this instant case. There was a
16 period of three (3) years of NO foreclosure activity at all on the Subject
17 Property. There was a Notice of Default and Election to Sell ("NOD") filed on
18 02/17/11, as DOC 2011-0036882, which was subsequently rescinded by a
19 Notice of Rescission of NOD filed on 01/27/12, as DOC 2012-0019831, then
20 three (3) years after the last NOD, on 02/10/14, the Defendants' filed their
21 alleged NOD which is the disputed Exhibit 4 of their RJD Dkt 73.

22 37. The Defendants' counsel seems to be fixated on this so called argument of
23 *"Defendants do not own the Note and consequently, cannot foreclose"* (MTD
24 Dkt 72, page 9, line 9) If he would have actually read the complaint, and
25 more importantly the Affidavit of Fact that was made a part of, and
26 accompanied it, he would see that, "note ownership" is just one issue in a
27 myriad of others, and is not the sole reason for their lack of authority to

1 foreclose. Who allegedly “owns” the note is not the only thing at issue. Based
 2 on the facts of the endorsements on the note, and the way the DOT was made
 3 null and void when Ampro sold its rights and interests to CDCS, and didn't
 4 execute an assignment, the Defendants have to explain how they have any
 5 rights, which is what the propounded discovery requests would show.

6 38. By the Defendants constantly saying that they do not have note ownership,
 7 or, that they do not have to prove they have note ownership, they are
 8 admitting that they do not own the note.

9 39. The RMCT was not consummated, as whom, or what actually funded the
 10 RMCT is unknown, and is a question of fact, another reason for the
 11 propounded discovery requests.

12 40. Defendants' claim “*Plaintiffs Loan was originated in April 14, 2005.*” (MTD
 13 Dkt 72, page 14, line 12) But never claim it was actually consummated on
 14 that date, nor do they ever say it was consummated at all.

15 41. Select Portfolio Servicing, Inc. admits, and does not deny that they are NOT
 16 the Mortgagee/Mortgage Company/Beneficiary/Lender/Creditor, although the
 17 Plaintiff's credit report falsely states they are a creditor, with no listing for
 18 Bank of New York Mellon, and National Default Servicing Corporation has
 19 them listed as “Mortgage Co” on their trustee sale website for File Number
 20 14-20071-SP-CA.

21 ///

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1 I, Dale Norman Harms, the undersigned Affiant, with God as my witness,
2 subscribe, affirm, declare, verify, and state under the penalty of perjury, under the
3 laws of the United States of America, and the State of California that the foregoing
4 is true and correct.

5 Dated this 10th day of November, 2016; all rights and remedies
6 reserved.

7 As my word is my bond; duly tendered in honor:

8
9 dale norman harms
10

11 Affiant
2063 Main Street, Suite 282
City of Oakley, union state of California



12
13 Witness: Edward Christian
14 Print: Edward Christian
15 Date: Nov. 10, 2016
16

17
18 Witness: Janette Steele
19 Print: 11/Janette Steele
20 Date: 11/10/2016
21

22 Deuteronomy 19:15

23 "A matter must be established by the testimony of two or three witnesses."

24 2 Corinthians 13:1

25 "Every matter must be established by the testimony of two or three witnesses."

26 Matthew 18:16

27 "Every matter may be established by the testimony of two or three witnesses."

28 **State of California Notary Jurat on next page**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

JURAT

State of California

ALAMEDA *12*

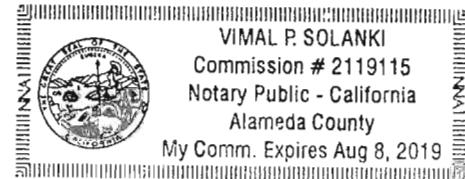
County of *Contra Costa*

Subscribed and sworn to (or affirmed) before me on this 10th day of November, 2016, by Dale Norman Harms, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public Signature

Vimal P. Solanki, Notary Public

Seal:



Harms, *Dale Norman*
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